

SOLICITATION , OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NUMBER DTMA2B04021	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated	3. DATE ISSUED 08/20/2004	PAGE OF PAGES Page 1 of 83
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY DOT/Maritime Administration, SAR Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 4D, Room 211 Norfolk,VA 23505		CODE 00092	8. ADDRESS OFFER TO DOT/Maritime Administration, SAR Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 4D, Room 211 Norfolk,VA 23505		
9. FOR INFORMATION CALL:	A. NAME Toni Kimbrough		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (757) 441-3246 ext.		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

See included STATEMENT OF WORK and Drawings Numbers:

10004E2
10004E4
10004E7
10004S1
10004S2
10004S3
10004S4
2818-100
2818-102
2818-103
2818-104
2818-105
2818-106
S-1ALT2

11. The Contractor shall begin performance within 14 calendar days and complete it within 150 calendar days after receiving ☐ award ☒ notice to proceed.
This performance period is ☒ mandatory ☐ negotiable. *(See)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES", indicate within how many calendar days after award in Item 12B.)

☐ YES ☒ NO

12B. CALENDAR DAYS

7

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 2:00 pm *(hour)*
local time 09/07/2004 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes
containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include zip code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNT:

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)*

AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE					20C. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 41 U.S.C. 253 (c) <input type="checkbox"/> 10 U.S.C. 2304(c) ()	
26. ADMINISTERED BY DOT/Maritime Administration, SAR Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 4D, Room 211 Norfolk, VA 23505	CODE 00092	27. PAYMENT WILL BE MADE BY DOT/Maritime Administration, South Atlantic Region 7737 Hampton Blvd., Bldg. 4D, Room 211 Norfolk, VA 23505	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>0</u> copies to issuing office Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print) Toni R. Kimbrough	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 3 of 83
--	------------------------------------	--	--------------

TABLE OF CONTENTS

COMMERCIAL CLAUSES	5
1 Clauses By Reference	5
2 Commencement, Prosecution, and Completion of Work	5
3 Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	6
4 Liquidated Damages--Construction	6
5 Buy American Act - Construction Materials	6
6 Notice of Buy American Act Requirement - Construction Materials (May 2002) - Alternate I	8
7 Availability and Use of Utility Services	9
8 STATEMENT OF WORK	9
9 WAGE DETERMINATION	45
SECTION G -- Contract Administration Data	50
G.1 Contracting Officer's Technical Representative	50
SECTION H -- Special Contract Requirements	51
H.1 INDEMNITY AND INSURANCE	51
H.2 INDEMNITY AND INSURANCE (ADDITIONAL)	51
H.3 MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL	52
SECTION I -- Contract Clauses	57
I.1 Clauses By Reference	57
I.2 Utilization of Small Business Concerns	57
I.3 Limitations On Subcontracting	58
I.4 Prohibition of Segregated Facilities	59
I.5 Equal Opportunity	59
I.6 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	60
I.7 Affirmative Action For Workers with Disabilities	63
I.8 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	64
I.9 Assignment Of Claims	65
I.10 Payment by Electronic Funds Transfer--Other than Central Contractor Registration	65
I.11 Designation of Office for Government Receipt of Electronic Funds Transfer Information	67
I.12 Disputes	67
I.13 Changes--Fixed Price	68
I.14 Subcontracts for Commercial Items	69
I.15 Limitation Of Liability--Services	70
I.16 Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	70
I.17 Excusable Delays	73
I.18 Clauses Incorporated By Reference	73
SECTION K -- Representations, Certifications and Other Statements of Offerors	74
K.1 Clauses By Reference	74
K.2 Certificate Of Independent Price Determination	74
K.3 Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	75
K.4 Taxpayer Identification	75
K.5 Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	76
K.6 Small Business Program Representations	77
K.7 Equal Low Bids	79
SECTION L -- Instructions, Conditions and Notices to Bidders	80
L.1 Clauses By Reference	80
L.2 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	80
L.3 Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	80
L.4 Service Of Protest	81
L.5 Site Visit (Construction) (Feb 1995) - Alternate I	81

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 4 of 83
--	------------------------------------	--	--------------

L.6	Solicitation Provisions Incorporated By Reference	81
SECTION M --	Evaluation Factors for Award	83
M.1	Evaluation for Award	83

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 5 of 83
--	------------------------------------	--	--------------

COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.214-18	Preparation of Bids--Construction	April 1984
52.214-19	Contract Award-Sealed Bidding-Construction	August 1996
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	February 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	February 1999
52.227-04	Patent Indemnity-Construction Contracts	April 1984
52.232-05	Payments under Fixed-Price Construction Contracts	September 2002
52.236-02	Differing Site Conditions	April 1984
52.236-03	Site Investigation and Conditions Affecting the Work	April 1984
52.236-05	Material and Workmanship	April 1984
52.236-06	Superintendence by the Contractor	April 1984
52.236-07	Permits and Responsibilities	November 1991
52.236-08	Other Contracts	April 1984
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	April 1984
52.236-10	Operations and Storage Areas	April 1984
52.236-11	Use and Possession Prior to Completion	April 1984
52.236-12	Cleaning Up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	November 1991
52.236-15	Schedules for Construction Contracts	April 1984
52.236-16	Quantity Surveys	April 1984
52.236-17	Layout of Work	April 1984
52.236-21	Specifications and Drawings for Construction	February 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	April 1984
52.246-12	Inspection of Construction	August 1996
52.246-21	Warranty of Construction	March 1994
52.248-03	Value Engineering-Construction	February 2000
52.249-10	Default (Fixed-Price Construction)	April 1984

2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK APRIL 1984

The Contractor shall be required to (a) commence work under this contract within 14 calendar days after the date the Contractor receives the notice to proceed, and (b) prosecute the work diligently. The time stated for completion shall include final cleanup of the premises.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 6 of 83
--	------------------------------------	--	--------------

3	52.211-10 ALT I	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) - ALTERNATE I	APRIL 1984
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The Contractor shall be required to (a) commence work under this contract within . . . **N/A** . . . [Contracting Officer insert number] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by . . . [Contracting Officer insert date]. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

4	52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION	SEPTEMBER 2000
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(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$250.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

5	52.225-09	BUY AMERICAN ACT - CONSTRUCTION MATERIALS	JUNE 2003
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(a) Definitions. As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 7 of 83
--	------------------------------------	--	--------------

"Domestic construction material" means-

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 8 of 83
--	------------------------------------	--	--------------

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign Construction Material	_____	_____	_____
Domestic Construction Material	_____	_____	_____
Item 2:			
Foreign Construction Material	_____	_____	_____
Domestic Construction Material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]

6 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT - MAY 2002
ALT. I CONSTRUCTION MATERIALS (MAY 2002) - ALTERNATE I

(a) Definitions. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 9 of 83
--	------------------------------------	--	--------------

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

7 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES

APRIL 1984

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies (i.e., water and electricity (220/110 VAC, 60Hz)). Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

8 STATEMENT OF WORK

Electrical Distribution System Platform Repairs and Modifications

0001. SECTION 01090 - REFERENCES

Part 1 - General

1.1 Reference Sources

Reference publications are cited in other sections of the specifications along with identification of their sponsoring organizations. The addresses of the sponsoring organizations are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 N. Capital Street, N.W., Suite 225
Washington, DC 20001
Ph: 202-624-5809

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 10 of 83
--	------------------------------------	--	---------------

AMERICAN CONCRETE INSTITUTE (ACI)

P.O. Box 19150
Detroit, MI 48219-0150
Ph: 313-532-2600

ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)

600 No. 18th Street
P.O. Box 2641
Birmingham, AL 35291-0992
Ph: 205-250-2530

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

One E. Wacker Drive, Suite 3100
Chicago, IL 60601
Ph: 312-670-2400

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

1430 Broadway
New York, NY 10018
Ph: 212-354-3300

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

345 East 47th Street
New York, NY 10017
Ph: 212-705-7722

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1916 Race Street
Philadelphia, PA 19103
Ph: 215-299-5400

AMERICAN WOOD-PRESERVERS ASSOCIATION (AWPA)

P.O. Box 849
Stevensville, MD 21666
Ph: 301-643-4163

AMERICAN WELDING SOCIETY, INC. (AWS)

550 N.W. LeJeune Road
P.O. Box 351040
Miami, FL 33135
Ph: 800-443-9353

AMERICAN WATER WORKS ASSOCIATION (AWWA)

6666 West Quincy Avenue
Denver, CO 80235
Ph: 303-794-7711

CODE OF FEDERAL REGULATIONS (CFR)

Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-783-3238

CORPS OF ENGINEERS (COE)

Order form:
U.S. Army Engineer Waterways Experiment Station
Attn: Technical Report Distribution Section,
Services Branch, TIC

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 11 of 83
--	------------------------------------	--	---------------

3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Ph: 601-634-2485

DEFENSE LOGISTICS AGENCY (DLA)
Cameron Station
Alexandria, VA
Ph: 703-274-6000

FEDERAL SPECIFICATIONS (FS)
Order from:
Standardization Documents Order Desk
Building 4D
700 Robbins Avenue
Philadelphia, PA 19111-5094
or
General Services Administration
Specification and Consumer Information
Distribution Section (WFSLS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. (IEEE)
445 Hoes Lane
P.O. Box 1331
Piscataway, NJ 08855-1331
Ph: 201-562-3800

ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IES)
345 East 46th Street
New York, NY 10017
Ph: 212-705-7920

INSULATED CABLE ENGINEERS ASSOCIATION, INC.
P.O. Box 440
South Yarmouth, MA 02663
Ph: 508-394-4424

MILITARY SPECIFICATIONS (MIL)
Order from:
Standardization Documents Order Desk
Building 4D
700 Robbins Avenue
Philadelphia, PA 19111-5094
or
General Services Administration
Specification and Consumer Information
Distribution Section (WFSLS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

MILITARY STANDARDS (MIL-STD)
Order from:
Standardization Documents Order Desk
Building 4D
700 Robbins Avenue
Philadelphia, PA 19111-5094
or
General Services Administration

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 13 of 83
--	------------------------------------	--	---------------

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI B46.1 1985 Surface Texture, (Surface Roughness, Waviness, and Lay)
(ANSI/ASME B46.1)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M 1989 Structural Steel

ASTM A 53 1990 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded
and Seamless

ASTM A 123 1989 (Rev. A) Zinc (Hot-Dip Galvanized) Coatings on Iron and
Steel Products

ASTM A 153 1982 (R 1987) Zinc-Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A 307 1990 Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength

ASTM A 325 1990 High-Strength Bolts for Structural Steel Joints

ASTM A 490 1985 Heat Treated Steel Structural Bolts

ASTM A 563 1990 Carbon and Alloy Steel Nuts

ASTM A 780 1980 (R 1987) Repair of Damaged Hot-Dip Galvanized Coatings

ASTM B 695 1985 Coatings of Zinc Mechanically Deposited on Iron and Steel

ASTM F 436 1990 Hardened Steel Washers

ASTM F 844 1990 Washers, Steel, Plain (Flat) Unhardened for General Use

ASTM F 959 1990 Compressible-Washer- Type Direct Tension Indicators for
Use With Structural Fasteners

AMERICAN WELDING SOCIETY, INC. (AWS)

AWS D1.1 1990 Structural Welding Code Steel, Twelfth Edition

STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC PA 1 1982 Shop, Field, and Maintenance Painting

SSPC SP 6 1989 Commercial Blast Cleaning

1.3 System Description

Provide the structural steel system, including galvanizing, complete and ready for use. Structural steel systems including design, materials, installation, workmanship, fabrication, assembly, erection, inspection, quality control, and testing shall be provided in accordance with AISC M016 except as modified in this section.

1.4 Modifications to References

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 14 of 83
--	------------------------------------	--	---------------

In the AISC M016, the "Specification for Structural Steel Buildings," the "Code of Standard Practice for Steel Buildings and Bridges," and "Structural Joints Using ASTM A 325 or ASTM A 490 Bolts" except as modified in this section, shall be considered a part of AISC M016 and is referred to in this section as AISC M016.

1.5 Deliverables

The Contractor shall submit the following:

1.5.1 Manufacturer's Catalog Data

- a. Shop primer
- b. Load indicator washers
- c. Load indicator bolts

Include test report for Class B primer.

1.5.2 Drawings

- a. Fabrication drawings

1.5.2.1 Drawing Requirements

Submit fabrication drawings for approval prior to fabrication. Drawings shall not be reproductions of contract drawings. Include complete information for the fabrication and erection of the structures' components, including the location, type, and size of bolts, welds, member sizes and lengths, connection details, blocks, copes, and cuts. Use AWS standard welding symbols.

1.5.3 Statements

- a. Welding qualifications

1.5.3.1 Welding Qualifications

Prior to welding, submit certification for each stating the type of welding and positions qualified for, the code and procedure qualified under, date qualified, and the firm and individual certifying the qualification tests.

Part 2 - Products

2.1 Steel

2.1.1 Structural Steel

ASTM A 36/A 36M.

2.1.2 Steel Pipe

ASTM A 53, Type E or S, Grade B, weight class XS (Extra Strong);.

2.2 Bolts, Nuts, and Washers

The Contractor shall provide COTR the following:

2.2.1 Structural Steel, Steel Pipe

2.2.1.1 Bolts

ASTM A 325, Type 1. The bolt heads and the nuts of the supplied fasteners must be marked with the manufacturer's identification mark, the strength grade and type specified by ASTM specifications.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 15 of 83
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2.2.1.2 Nuts

ASTM A 563, Grade A, heavy hex style (nuts under 1.5 inches may be provided in hex style.)

2.2.1.3 Washers

ASTM F 436 washers for ASTM A 325 bolts.

2.2.2 Foundation Anchorage

2.2.2.1 Bolts

ASTM A 307.

2.2.2.2 Nuts

ASTM A 563, Grade A, hex style.

2.2.2.3 Washers

ASTM F 844.

2.2.3 Load Indicator Washers

ASTM F 959. Provide ASTM B 695, Class 50, Type 1, galvanizing.

2.3 Structural Steel Accessories

2.3.1 Welding Electrodes and Rods

AWS D1.1.

2.4 Galvanizing

ASTM A 123 or ASTM A 153, as applicable, unless specified otherwise galvanize after fabrication where practicable.

2.5 Fabrication

2.5.2 Shop Primer

Shop prime structural steel, except as modified herein, in accordance with SSPC PA 1. Do not prime steel surfaces embedded in concrete, galvanized surfaces, or surfaces within 0.5 inch of the toe of the welds prior to welding (except surfaces on which metal decking is to be welded). Slip critical surfaces shall be primed with a Class B coating. Prior to assembly, prime surfaces which will be concealed or inaccessible after assembly. Do not apply primer in foggy or rainy weather; when the ambient temperature is below 45 degrees F or over 95 degrees F; or when the primer may be exposed to temperatures below 40 degrees F within 48 hours after application, unless approved otherwise by the COTR.

2.5.2.1 Cleaning

Use SSPC SP 6. Maintain steel surfaces free from rust, dirt, oil, grease, and other contaminants through final assembly.

2.5.2.2 Primer

Apply primer to a minimum dry film thickness of 2.0 mil except provide the Class B coating for slip critical joints in accordance with the coating manufacturer's recommendations. Repair damaged primed surfaces with an additional coat of primer.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 16 of 83
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2.5.3 Surface Finishes

ANSI B46.1 maximum surface roughness of 125 for pin, pinholes, and sliding bearings, unless indicated otherwise.

Part 3 - Execution

3.1 Installation

Install in accordance with drawings. S1, S2, S3, S4 and E10

3.2 Erection

Provide for drainage in structural steel. After final positioning of steel members, provide full bearing under base plates and bearing plates using nonshrink grout. Place nonshrink grout in accordance with the manufacturer's instructions.

3.3 Connections

Except as modified in this section, connections not detailed shall be designed in accordance with AISC M016. Build connections into existing work. Punch, subpunch and ream, or drill bolt holes. Bolts, nuts, and washers shall be clean of dirt and rust, and lubricated immediately prior to installation.

3.3.1 High-Strength Bolts

ASTM A 325 bolts shall be fully tensioned to 70 percent of their minimum tensile strength. Provide a load indicator washer for each bolt. Direct tension indicator tightening shall be the only acceptable tightening method. Bolts shall be installed in connection holes and initially brought to a snug tight fit. After the initial tightening procedure, bolts shall then be fully tensioned, progressing from the most rigid part of a connection to the free edges.

3.3.1.1 Installation of Load Indicator Washers (LIW)

ASTM F 959. Where possible, the LIW shall be installed under the bolt head and the nut shall be tightened. If the LIW is installed adjacent to the turned element, provide a flat ASTM F 436 washer between the LIW and nut when the nut is turned for tightening, and between the LIW and bolt head when the bolt head is turned for tightening.

3.4 Welding

AWS D1.1. Grind exposed welds smooth as indicated. Provide AWS D1.1 qualified welders, welding operators, and tackers.

3.4.1 Removal of Temporary Welds, Run-Off Plates, and Backing Strips

Removal is not required.

3.5 Galvanizing Repair

Provide as indicated or specified. Repair damage to galvanized coatings using ASTM A 780 zinc rich paint for galvanizing damaged by handling, transporting, cutting, welding, or bolting. Do not heat surfaces to which repair paint has been applied. Apply double thickness zinc rich paint to repair areas after thorough cleaning to bright metal.

3.6 Field Quality Control

The Contracting Officer shall be notified in writing of defective welds, bolts, nuts, and washers within 7 working days of the date of weld inspection.

3.6.1 Welds

3.6.1.1 Visual Inspection

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 17 of 83
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AWS D1.1. Furnish the services of AWS-certified welding inspectors in addition to the "specialist" for fabrication and erection inspection and testing and verification inspections. Welding inspectors shall visually inspect and mark welds, including fillet weld end returns.

0003. SECTION 05500 - METAL FABRICATIONS

Part 1 - General

1.1 Summary

The work required for this specification section includes the provision and installation of the metal fabrications and connectors for the repair to steel platforms that were damaged by the hurricane. The metal fabrications for the steel platforms shall be constructed in accordance with the contract drawings and specifications.

1.2 References

The publications listed below form a part of this specification to the extent referenced. The publications referred herein are listed by the basic designation only. The addresses of the sponsoring organizations can be found in section 01090.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC S302 1986 Code of Standard Practice for Steel Buildings and Bridges

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A14.3 1984 Ladders - Fixed - Safety Requirements

ANSI B18.2.1 1981 Square and Hex Bolts and Screws Inch Series Including Hex Cap Screws and Lag Screws

ANSI B18.6.2 1972 (R 1983) Slotted Head Cap Screws, Square Head Set Screws, and Slotted Headless Set Screws

ANSI B18.6.3 1972 (R 1983) Machine Screws and Machine Screw Nuts

ANSI B18.21.1 1972 (R 1983) Lock Washers

ANSI B18.22.1 1965 (R 1981) Plain Washers

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B18.2.2 1987 Square and Hex Nuts (Inch Series) (ASME/ANSI B18.2.2)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M 1989 Structural Steel

ASTM A 47 1984 (R 1989) Ferritic Malleable Iron Castings

ASTM A 53 1990 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless

ASTM A 123 1989 (Rev. A) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A 153 1982 (R 1987) Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A 307 1990 Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 18 of 83
--	------------------------------------	--	---------------

ASTM A 525	1987 Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
ASTM A 687	1989 High Strength Nonheaded Steel Bolts and Studs
ASTM A 780	1980 (R 1987) Repair of Damaged Hot-Dip Galvanized Coatings
ASTM A 786/A 786M	1989 Rolled Steel Floor Plates
	AMERICAN WELDING SOCIETY, INC. (AWS)
AWS D1.1	1990 Structural Welding Code Steel, Twelfth Edition
	FEDERAL SPECIFICATIONS (FS)
FS RR-G-1602	(Rev. C) Grating, Metal, Other than Bar Type (Floor, Except for Naval Vessels)
FS TT-P-664	(Rev. D) Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC Compliant
	MILITARY STANDARDS (MIL-STD)
MIL-STD-889	(Rev. B) (Valid Notice 2) Dissimilar Metals
	NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)
NAAMM BG	1988 Metal Bar Grating Manual

1.3 Deliverables

The Contractor shall submit the following to the COTR:

1.3.1 Manufacturer's Catalog Data

- a. Cover plates and frames
- b. Floor gratings
- c. Handrails
- d. Ladders

1.3.2 Drawings

- a. Cover plates and frames, installation drawings
- b. Floor gratings, installation drawings
- c. Handrails, installation drawings
- d. Ladders, installation drawings
- e. Embedded angles and plates, installation drawings

The Contractor shall submit fabrication drawings showing layout(s), connections to structural system, and anchoring details as specified in AISC S302.

The Contractor shall submit templates, erection and installation drawings indicating thickness, type, grade, class of metal, and dimensions. Show construction details, reinforcement, anchorage.

1.3.3 Certificates

1.3.3.1 Primer Certificate

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 19 of 83
--	------------------------------------	--	---------------

The Contractor shall submit a certificate from the manufacturer stating that the primer conforms to requirements of FS TT-P-664.

1.4 Qualifications of Welders

Welders must be qualified in accordance with AWS D1.1 to use procedures, materials, and equipment of the type required for the work.

1.5 Delivery, Storage, and Protection

Protect from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil and weather. Remove and replace damaged items with new items.

Part - Products

2.1 Materials

2.1.1 Structural Carbon Steel

ASTM A 36/A 36M.

2.1.2 Steel Pipe

ASTM A 53, Type E or S, Grade B.

2.1.3 Fittings for Steel Pipe

Standard malleable iron fittings ASTM A 47.

2.1.4 Gratings

a. Metal bar type grating NAAMM BG

2.1.5 Floor Plates, Patterned

Floor plate ASTM A 786/A 786M. Steel plate shall not be less than 1/2 inch thick. Fabricate floor plates of 1/2 inch thick rolled steel weighing not more than 250 pounds per plate with a selected raised pattern nonslip top surface. Plate shall be galvanized. Reinforce to sustain a live load of 50 pounds per square foot. Remove sharp edges and burrs from plates. Grind top surface smooth. Provide 1/8 inch clearance at edges and between plates.

2.1.6 Anchors and Fasteners

Where exposed, shall be of the same material, color, and finish as the metal to which applied.

2.1.6.1 Bolts, Nuts, Studs and Rivets

ASME B18.2.2 and ASTM A 687 or ASTM A 307.

2.1.6.2 Screws

ANSI B18.2.1, ANSI B18.6.2, and ANSI B18.6.3.

2.1.6.3 Washers

Provide plain washers to conform to ANSI B18.22.1. Provide beveled washers for American Standard beams and channels, square or rectangular, tapered in thickness, and smooth. Provide lock washers to conform to ANSI B18.21.1.

2.2 Fabrication Finishes

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 20 of 83
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2.2.1 Galvanizing

Galvanize items specified to be zinc-coated, after fabrication where practicable. Galvanizing: ASTM A 123, ASTM A 153 or ASTM A 525 G-90, as applicable.

2.2.2 Galvanize

Anchor bolts, grating fasteners, washers, and parts or devices necessary for proper installation, unless indicated otherwise.

2.2.3 Repair of Zinc-Coated Surfaces

Repair damaged surfaces with galvanizing repair method and paint conforming to ASTM A 780 or by the application of stick or thick paste material specifically designed for repair of galvanizing, as approved by the COTR. Clean areas to be repaired and remove the slag from the welds. Heat surfaces to which stick or paste material is applied, with a torch to a temperature sufficient to melt the metallics in stick or paste; spread the molten material uniformly over surfaces to be coated and wipe the excess material off.

2.3 Floor Gratings

Design steel grating in accordance with NAAMM BG for bar type grating. FS RR-G-1602, Plank or expanded metal grating, Type I anti-skid surface constructed of steel. Galvanize floor gratings.

- a. Design floor gratings to support a live load of 50 pounds per square foot for the spans indicated, with maximum deflection of $L/240$.
- b. NAAMM BG. Band edges of grating with bars of the same size as the bearing bars. Weld banding in accordance with the manufacturer's standard for trim unless otherwise indicated. Design tops of bearing bars, cross or intermediate bars to be in the same plane and match grating finish.
- c. Anchor gratings to structural members with bolts.
- d. Slip resistance requirements FS RR-G-1602.

2.4 Handrails

Design handrails to resist a concentrated load of 200 lbs in any direction at any point of the top of the rail or 20 lbs per foot applied horizontally to top of the rail, whichever is more severe.

2.4.1 Steel Handrails, Including Carbon Steel Inserts

Provide steel handrails, steel pipe conforming to ASTM A 53. Provide steel railings of 2-inch nominal size. Railings to be hot-dip galvanized and shop painted.

- a. Fabrication: Joint posts, rail, and corners by one of the following methods such as to not allow water to enter the inside of the rail:

- (1) Flush-type rail fittings of commercial standard, welded and ground smooth with railing splice locks secured with 3/8-inch hexagonal-recessed-head setscrews.

- (2) Mitered and welded joints made by fitting post to top rail and intermediate rail to post, mitering corners, groove welding joints, and grinding smooth. Butt railing splices and reinforce them by a tight fitting interior sleeve not less than 6 inches long.

- (3) Railings may be bent at corners in lieu of jointing, provided bends are made in suitable jigs and the pipe is not crushed.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 21 of 83
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2.5 Ladders

Fabricate vertical ladders conforming to Section 7 of ANSI A14.3 unless otherwise modified. Ladders to conform to PLAN requirements.

2.6 Miscellaneous Plates and Shapes

Provide for items that do not form a part of the structural steel framework, such as miscellaneous mountings and frames. Provide with connections and fasteners.

2.7 Safety Chains

Construct safety chains of galvanized steel, straight link type, 3/16-inch diameter, with at least twelve links per foot, and with snap hooks on each end. Provide snap hooks of boat type. Provide galvanized 3/8-inch bolt with 3/4-inch eye diameter for attachment of chain, anchored as indicated. Supply two chains, 4 inches longer than the anchorage spacing, for each guarded area. Locate safety chain where indicated. Mount the top chain 3 feet 6 inches above the platform floor and mount the lower chain 2 feet above the platform floor.

Part 3 - Execution

3.1 Installation

Install items at locations indicated, according to manufacturer's instructions. Items listed below require additional procedures.

3.2 Anchorage, Fastenings, and Connections

Provide anchorage where necessary for fastening miscellaneous metal items securely in place. Include for anchorage not otherwise specified or indicated slotted inserts, expansion shields, and powder-driven fasteners, when approved for concrete; toggle bolts and through bolts for masonry; machine and carriage bolts for steel; through bolts, lag bolts, and screws for wood. Do not use wood plugs in any material. Provide non-ferrous attachments for non-ferrous metal. Make exposed fastenings of compatible materials, generally matching in color and finish, to which fastenings are applied. Conceal fastenings where practicable.

3.3 Reserved

3.4 Welding

Perform welding, welding inspection, and corrective welding, in accordance with AWS D1.1. Use continuous welds on all exposed connections. Grind visible welds smooth in the finished installation.

3.5 Finishes

3.5.1 Dissimilar Materials

Where dissimilar metals as defined by MIL-STD-889 are in contact, protect surfaces with a coat conforming to FS TT-P-664 to prevent galvanic or corrosive action.

3.5.2 Field Preparation

Remove rust preventive coating just prior to field erection, using a remover approved by the rust preventive manufacturer, surfaces, when assembled, shall be free of rust, grease, dirt and other foreign matter.

3.5.3 Environmental Conditions

DO NOT CLEAN OR PAINT SURFACE WHEN DAMP OR EXPOSED TO FOGGY OR RAINY WEATHER, WHEN METALLIC SURFACE TEMPERATURE IS LESS THAN 5 DEGREES F ABOVE THE DEW POINT OF THE SURROUNDING AIR, OR WHEN SURFACE TEMPERATURE IS BELOW 45 DEGREES OR OVER 95 DEGREES F, UNLESS APPROVED BY THE COTR.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 22 of 83
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3.6 Cover Plates and Frames

Install the tops of cover plates and frames flush with floor.

3.7 Handrails

3.7.1 Steel Handrail

Install by means of base plates bolted to stringers or structural steel frame work.

3.8 Ladders

Install in accordance with PLAN requirements.

0004. SECTION 09877 - COATING AND PAINTING OF STEEL STRUCTURES

Part 1 - General

1.1 Summary

The work required for this section includes the provision and installation of the coating and paint for the steel platforms. The materials and installation shall meet all applicable standards. Some coating before installation will be necessary.

1.2 References

The publications listed below form a part of this specification to the extent referenced. The publications referred herein are referred to by the basic designation only. The addresses of the sponsoring organizations can be found in section 01090.

STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC Paint 16 1982 Coal Tar Epoxy-Polyamide Black (or Dark Red) Paint

SSPC PA 1 1982 Shop, Field and Maintenance Painting

SSPC SP 1 1982 Solvent Cleaning

SSPC SP 6 1989 Commercial Blast Cleaning

SSPC SP 10 1989 Near-White Blast Cleaning

1.3 Deliverables

1.3.1 Coating Certificates.

Submit a certificate from the manufacturer stating that the coatings conform to requirements of SSPC SD-13.

1.4 Environmental Conditions

Start work only when ambient and curing temperatures are within limits of coating manufacturer's recommendations and at least 5 degrees F above dew point temperature.

Part 2 - Products

2.1 Coating and Paint Systems

2.1.1 Coating System

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 23 of 83
--	------------------------------------	--	---------------

with the coating. Provide catalyst components for coatings specific for resin components. Use thinners which are compatible

2.1.1.1 Coal Tar Epoxy-Polyamide Coating System

SSPC Paint 16 Black. HI-MIL SHER TAR EPOXY ENAMEL or equal.

2.1.1.2 Paint System.

Select from one of the following (Note that paint systems applied over galvanizing shall be compatible with the galvanizing.):

1)	Manuf: HEMPEL Blast SSPC SP-10	4)	Manuf: AMERON Blast SSPC SP-10	?
	Coat 1 HEMPADUR ZINC	1.5 DFT	Coat 1 AMERCOAT 68HS	3
	Coat 2 HEMPADUR 4563	5.0 DFT	Coat 2 AMERCOAT 385	5
	Coat 3 HRMPADUR 5534	1.5 DFT	Coat 3 AMERCOAT 335	2
	(Waterborne epoxy acrylic topcoat)			
	TOTAL MILS DFT:	8.0	TOTAL MILS DFT:	10
2)	Manuf: DeVoe Blast SSPC SP-6	5)	Manuf: CARBOLINE Blast SSPC SP-6	
	Coat 1 CATHA COAT 303	4	Coat 1 CARBOLINE 85	3
	Coat 2 BAR RUST 236	5	Coat 2 CARBOLINE 890	4
	Coat 3 DEVRAN 229	2	Coat 3 CARBOLINE 890	4
	TOTAL MILS DFT:	11	TOTAL MILS DFT:	11
3)	Manuf: SIGMA Blast SSPC SP-10	6)	Manuf: INTERNATIONAL Blast SSPC SP-6	
	Coat 1 7402	3	Coat 1 INTZINC EPA075	2
	Coat 2 7476-1186 TCP	6	Coat 2 INTUF KH SERIES	4
	Coat 3 5441 EPOXY ACR	3	Coat 3 INTGARD FZ Ser	1.5
	TOTAL MILS DFT:	12	TOTAL MILS DFT:	7.5

Acceptable alternate top coats (No mixing of brand names is allowed.):

Silicone Alkyd

Urethane

AMERON: AMERCOAT 3203

AMERSHIELD

CARB: NONE

CARBOLINE 834

DEVUE: BAR-OX 475

DEVTHANE 359

HEMPEL: NONE

HEMPATHANE 5521

INTL: INTERLAC 5697

I NTERTHANE PSK 750

SIGMA: 162 SERIES (Dur-a-Sil)

5523 HSA

Part 3 - Execution

3.1 Cleaning and Preparation of Surfaces

3.1.1 Solvent Cleaning

SSPC SP 1. Remove visible oil, grease, and drawing and cutting compounds by solvent cleaning.

3.1.2 Blast Cleaning

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 24 of 83
--	------------------------------------	--	---------------

After solvent cleaning, complete surface preparation by near-white blast cleaning by SSPC SP 6 or SSPC SP10 depending upon paint manufacturer used. Remove residual dust from blasted surface by blowing with dry, oil-free air, vacuuming, or sweeping. Provide surface profile of at least 2 1/2-mil thickness.

3.2 Proportioning and Mixing of Coating System

3.2.1 Proportioning of Coal Tar Epoxy-Polyamide System

Coal tar epoxy-polyamide consists of a two-component system. Component A contains a refined coal tar pitch, polyamide resin, and a polyamine promoter to accelerate curing rate. Component B is an epoxy resin. Mix both components in a ratio of 4 parts of Component A to 1 part of Component B by volume. Do not thin coatings when doing so will result in total volatile organic compounds exceeding limits enacted by local air pollution control districts. When thinning is allowed and is necessary for proper application, use xylene or the coating manufacturer's recommended thinner, to a maximum of 1/2 gallon to a 5-gallon batch.

3.2.2 Mixing of Coal Tar Epoxy-Polyamide System

Power stir components to a smooth, uniform consistency. Stir coating periodically during induction period. Follow coating manufacturer's requirements for induction time and pot life of mixed batches.

3.3 Coating Application

3.3.1 General

Apply primer coating to dry surfaces not more than four (4) hours after near-white blast cleaning. Apply coats of each system so that finished surfaces are free from runs, sags, brush marks and variations in color. Coatings for galvanized surfaces shall be compatible with the galvanizing.

3.3.1.1 Application Method for Coal Tar Epoxy-Polyamide System

UNLESS OTHERWISE SPECIFIED BY MANUFACTURER'S RECOMMENDATIONS, DO NOT ALLOW DRYING TIME BETWEEN COATS TO EXCEED 72 HOURS. Under conditions of direct sunlight or elevated ambient temperatures of 90 degrees F or greater, limit intercoat drying period to a maximum of 24 hours.

3.3.1.2 Application Method for Paint System

Shop prime structural steel, except as modified herein, in accordance with SSPC PA 1. Do not prime galvanized surfaces or surfaces within 0.5 inch of the toe of welds prior to welding (except surfaces on which metal decking is to be welded). Slip critical surfaces shall be primed with a Class B coating. Prior to assembly, prime surfaces which will be concealed or inaccessible after assembly. Do not apply primer in foggy or rainy weather; when the ambient temperature is below 45 degrees F or over 95 degrees F; or when the primer may be exposed to temperatures below 40 degrees F within 48 hours after application, unless approved otherwise by the COTR.

3.3.2 Repair of Defects

Repair detected coating holidays, thin areas, and exposed areas damaged prior to or during installation by surface treatment and application of additional coating or by manufacturer's recommendations. Allow a period of at least 72 hours to pass following final coat before placing in immersion service.

3.3.3 Dry Film Thickness

Provide total system minimum dry film thickness of 16 mils. Measure using a magnetic gage.

3.4 Surfaces to be Coated

3.4.1 Steel Waterfront Construction

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 25 of 83
--	------------------------------------	--	---------------

Pilings and all other components subject to immersion service shall be coated with a one (1) coat coal tar epoxy system from ten (10) feet below to ten (10) feet above mean high water.

All structure and components higher than ten (10) feet above mean high water shall be preserved by application of paint system.

Deliverables

Section	Section Description		
Part	Part Title	Deliver To	Frequency
05120	Structural Steel for Steel Platforms		
1.5.1	Catalog Data	COTR	Prior to Installation
1.5.2	Drawings	COTR	Prior to Fabrication
1.5.3	Statements	COTR	Prior to Welding
05500	Metal Fabrications		
1.3.1	Catalog Data	COTR	Prior to Fabrication
1.3.2	Drawings	COTR	Prior to Fabrication
1.3.3	Certificates	COTR	Prior to Application
09877	Coating and Painting of Steel Structures		
1.3.1	Certificates	COTR	Prior to Application

15 KV PLATFORM POWER SWITCHING STATIONS

0001. SECTION 01090 - REFERENCES

Part 1 - General

1.1 Reference Sources

Reference publications are cited in other sections of the specifications along with identification of their sponsoring organizations. The addresses of the sponsoring organizations are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 N. Capital Street, N.W., Suite 225
Washington, DC 20001
Ph: 202-624-5809

AMERICAN CONCRETE INSTITUTE (ACI)
P.O. Box 19150
Detroit, MI 48219-0150
Ph: 313-532-2600

ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)
600 No. 18th Street

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 26 of 83
--	------------------------------------	--	---------------

P.O. Box 2641
Birmingham, AL 35291-0992
Ph: 205-250-2530

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
One E. Wacker Drive, Suite 3100
Chicago, IL 60601
Ph: 312-670-2400

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
1430 Broadway
New York, NY 10018
Ph: 212-354-3300

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)
345 East 47th Street
New York, NY 10017
Ph: 212-705-7722

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
1916 Race Street
Philadelphia, PA 19103
Ph: 215-299-5400

AMERICAN WOOD-PRESERVERS ASSOCIATION (AWPA)
P.O. Box 849
Stevensville, MD 21666
Ph: 301-643-4163

AMERICAN WELDING SOCIETY, INC. (AWS)
550 N.W. LeJeune Road
P.O. Box 351040
Miami, FL 33135
Ph: 800-443-9353

AMERICAN WATER WORKS ASSOCIATION (AWWA)
6666 West Quincy Avenue
Denver, CO 80235
Ph: 303-794-7711

CODE OF FEDERAL REGULATIONS (CFR)
Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-783-3238

CORPS OF ENGINEERS (COE)
Order form:
U.S. Army Engineer Waterways Experiment Station
Attn: Technical Report Distribution Section,
Services Branch, TIC
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Ph: 601-634-2485

DEFENSE LOGISTICS AGENCY (DLA)
Cameron Station
Alexandria, VA

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 27 of 83
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Ph: 703-274-6000

FEDERAL SPECIFICATIONS (FS)

Order from:
Standardization Documents Order Desk
Building 4D
700 Robbins Avenue
Philadelphia, PA 19111-5094
or
General Services Administration
Specification and Consumer Information
Distribution Section (WFSLS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. (IEEE)

445 Hoes Lane
P.O. Box 1331
Piscataway, NJ 08855-1331
Ph: 201-562-3800

ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IES)

345 East 46th Street
New York, NY 10017
Ph: 212-705-7920

INSULATED CABLE ENGINEERS ASSOCIATION, INC.

P.O. Box 440
South Yarmouth, MA 02663
Ph: 508-394-4424

MILITARY SPECIFICATIONS (MIL)

Order from:
Standardization Documents Order Desk
Building 4D
700 Robbins Avenue
Philadelphia, PA 19111-5094
or
General Services Administration
Specification and Consumer Information
Distribution Section (WFSLS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

MILITARY STANDARDS (MIL-STD)

Order from:
Standardization Documents Order Desk
Building 4D
700 Robbins Avenue
Philadelphia, PA 19111-5094
or
General Services Administration
Specification and Consumer Information
Distribution Section (WFSLS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407

NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)

600 So. Federal Street, Suite 400

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 28 of 83
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UNDERWRITERS LABORATORIES INC. (UL)
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0002 SECTION 16011 - ELECTRICAL GENERAL REQUIREMENTS

Part 1 - General

1.1 Summary

This specification section provides the basic general requirements that pertain to all electrical specification sections. This includes but is not limited to information relating to submittals, warning signs, nameplates, posted operating instructions, and basic painting requirements.

1.2 References

The publications listed below form a part of this specification to the extent referenced. The publications referred herein are listed by the basic designation only. The addresses of the sponsoring organizations can be found in section 01090.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C2 1990 National Electrical Safety Code

FEDERAL SPECIFICATIONS (FS)

FS L-P-387 (Rev. A) (Int Am. 2) Plastic Sheet, Laminated, Thermosetting
(for Design Plates)

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 29 of 83
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INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 100 1988 Dictionary of Electrical and Electronics Terms

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 6 1988 (Rev. 1) Enclosures for Industrial Controls and Systems

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 1990 National Electrical Code

1.3 Related Requirements

This section applies to all sections of this project specification unless specified otherwise in the individual sections.

1.4 Definitions

a. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, shall be as defined in IEEE 100.

b. The technical sections referred to herein are those specification sections that describe products, installation procedures, and equipment operations and that refer to this section for detailed description of submittal types.

c. The technical paragraphs referred to herein are those paragraphs in PART 2 - PRODUCTS and PART 3 - EXECUTION of the technical sections that describe products, systems, installation procedures, equipment, and test methods.

1.5 Deliverables

Deliverables shall include the manufacturer's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and technical paragraph reference. Deliverables shall also include applicable federal, military, industry, and technical society publication references, and years of satisfactory service, and other information necessary to establish contract compliance of each item to be provided. Photographs of existing installations are unacceptable and will be returned without approval.

1.5.1 Manufacturer's Catalog Data

Deliverables for each manufactured item shall be current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves, and catalog cuts. Handwritten and typed modifications and other notations not part of the manufacturer's preprinted data will result in the rejection of the submittal. Should manufacturer's data require supplemental information for clarification, the supplemental information shall be submitted as specified for certificates of compliance.

1.5.2 Drawings

Submit drawings a minimum of 14 inches by 20 inches in size. Include wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, ductwork, and other items that must be shown to ensure a coordinated installation. Wiring diagrams shall identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each item of equipment. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.

1.5.3 Instructions

Where installation procedures or part of the installation procedures are required to be in accordance with manufacturer's instructions, submit printed copies of those instructions prior to installation. Installation of the item shall not proceed until manufacturer's instructions are received. Failure to submit manufacturer's instructions shall be cause for rejection of the equipment or material.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 30 of 83
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1.5.4 Certificates

Submit manufacturer's certifications as required for products, materials, finishes, and equipment as specified in the technical sections. Certificates from material suppliers are not acceptable. Preprinted certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the quality of that item. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as"; "achieve the same end use and results as materials formulated in accordance with the referenced publications"; or "equal or exceed the service and performance of the specified material." Certifications shall simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance.

1.5.4.1 Reference Standard Compliance

Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturers Association (NEMA), Underwriters Laboratories Inc. (UL), and Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance.

1.5.5 Operation and Maintenance Manuals

Comply with the requirements of Part 2.1 of this Section.

1.6 Quality Assurance

1.6.1 Material and Equipment Qualifications

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The two (2) year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two (2) year period.

1.6.2 Regulatory Requirements

Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70.

1.6.3 Equipment Inspection

The COTR shall be contacted prior to final test to witness tests on equipment specified under sections 16312 and 16313.

1.6.4 Service Support

The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in the technical section.

1.6.5 Manufacturer's Nameplate

Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

1.6.6 Modification of References

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 31 of 83
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IN EACH OF THE PUBLICATIONS REFERRED HEREIN, WHEREVER THE WORD "SHOULD" APPEARS, THE CONTRACTOR SHALL CONSIDER THE ADVISORY PROVISIONS TO BE MANDATORY, AS THOUGH THE WORD "SHALL" WERE STATED. WHEREVER THE WORDS "AUTHORITY HAVING JURISDICTION" ARE SEEN, INTERPRET THESE AS REFERRING TO THE MARAD CONTRACTING OFFICER AS THE AUTHORITY.

1.7 Reserved

1.8 Nameplates

FS L-P-387. Provide laminated plastic nameplates for each panelboard, equipment enclosure, relay, switch, and device. Each nameplate inscription shall identify the function and, when applicable, the position. Nameplates shall be melamine plastic, 0.125-inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 1 by 2.5 inches. Lettering shall be a minimum of 0.25-inch high normal block style.

1.9 Warning Signs

Provide warning signs for the enclosures of electrical switching stations and transformers having a nominal rating exceeding 600 volts. Provide metal signs having nominal dimensions of 14 inches by 10 inches with the legend "DANGER HIGH VOLTAGE KEEP OUT" printed in three lines of nominal 3-inch high white letters on a red and black field. Also provide on both sides, top and bottom, of pole switch nominal dimensions of 14 inches by 10 inches, metal signs with the legend "When switch is open, blades are energized," printed in three lines of nominal 3 inch high black letters on a red field.

1.10 Electrical Requirements

Electrical installations shall conform to ANSI C2, NFPA 70, and requirements specified herein.

1.10.1 Wiring and Conduit

Provide internal wiring for components of packaged equipment as an integral part of the equipment. Provide power wiring and conduit for field-installed equipment, and control equipment forming part of switching station assemblies, the conduit and wiring connecting such centers, assemblies, or other power sources to equipment under section 16402 entitled "Minor Wiring Systems." Low voltage power wiring and conduit shall conform to section 16402 entitled "Minor Wiring Systems." Control wiring and conduit shall be provided under, and conform to the requirements of the section specifying the associated equipment.

1.11 Instruction to Government Personnel

Furnish the services of competent instructors to give full instruction to COTR in the adjustment, operation, and maintenance of the specified systems and equipment, including pertinent safety requirements as required. Instructors shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory as well as practical operation and maintenance work. Instruction shall be given during the first regular work week after the equipment or system has been accepted and turned over to MARAD for regular operation.

1.12 Incandescent Light Bulbs

Incandescent light bulbs shall be of heavy duty, drop resistant type unless otherwise specified.

Part 2 - Products

2.1 Operation and Maintenance Manual

2.1.1 Consolidated Operation and Maintenance Manual

Special note shall be taken that the Contractor is required to provide a consolidated operation and maintenance manual that includes each item of equipment. This is expected to be a high quality and concise document. The manual shall provide the following information:

- a. A description of the system.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 32 of 83
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- b. An "as built" single line diagram of the system.
- c. A description of the safety features of the system.
- d. A description of the monthly and yearly maintenance recommended by the manufacturers that includes a spare parts lists.
- e. A list of manufacturer's nameplate data for the equipment.

The Contractor shall provide five (5) copies of the manual. Each copy shall be bound and provided with a heavy plastic cover. The copies shall be delivered to the COTR.

Part 3 - Execution

3.1 Painting of Equipment

3.1.1 Factory Applied

Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test and the additional requirements specified in the technical sections.

3.1.2 Field Applied

Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria. Painting shall be as specified in the section specifying the associated electrical equipment.

3.2 Nameplate Mounting

Provide number, location, and letter designation of nameplates as indicated. Fasten nameplates to the device with a minimum of two sheet-metal screws or two rivets.

3.3 Warning Sign Mounting

Provide the number of signs required to be readable from each accessible side.

0003. SECTION 16313 - PLATFORM 7 DISTRIBUTION SWITCHGEAR

Part 1 - General

1.1 Summary

This section specifies the construction and component ratings of the platform 7 distribution switchgear for Switch Loop #2. Repairs to the other components of the distribution gear are also specified and include; repositioning a bank of equipment enclosures that were shifted from their original position; repair of the arc chute assembly for Switch Loop #1; fairing and adjusting equipment enclosure doors to attain a weather tight seal; splice the primary feed cable just below the platform deck and extend its length; connect the new SHD-DC cable that will be ran from Unit 7 to the platform; make all connections and test new and existing equipment. This section is to be used in conjunction with drawings 2818-100, 2818-103, 2818-104, and 10004 E-7 in order to identify all components of the distribution switchgear. The switchgear is encased in a closed-bottom, weather-proof NEMA 3R compartment. The replacement equipment for incoming medium voltage loop switch #2 shall include a 15 kilovolt non-fused primary switch (manually operated). Additional items shall be provided as necessary for a complete and usable system.

1.2 References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The addresses of the sponsoring organizations can be found in section 01090.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C2

1990 National Electrical Safety Code

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 33 of 83
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ANSI C12.1	1988 Code for Electricity Metering
ANSI C37.20.2	1987 Standards for Metal Clad and Station Type Cubi-cle Switchgear.
ANSI C37.90	1989 Relay Systems Associated with Elec-tric Power Apparatus
ANSI C57.12.01	1989 Dry-Type Distribution and Power Trans-formers Including Those with Solid Cast and/or Resin-Encapsulated Windings
ANSI C57.13	1978 (Rev. 1987) Instrument Transformers
ANSI C57.96	1989 Loading Dry-Type Distribution and Power Transformers
ANSI C62.1	1984 Surge Arresters for AC Power Cir-cuits
ANSI C62.11	1987 Metal-Oxide Surge Arresters for AC Power Circuits
AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)	
ASTM A780	1980 (R 1987) Repair of Damaged Hot-Dip Gal-vanized Coatings
ASTM D1535	1980 Specifying Color by the Munsell Sys-tem
INTERNATIONAL ELECTRICAL TESTING ASSOCIATION (NETA)	
NETA ATS	1987 Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)	
NFPA 70	1990 National Electrical Code
NFPA 70B	1987 Electrical Equipment Maintenance
UNDERWRITERS LABORATORIES INC. (UL)	
UL 489	1986 (Rev. 1988) (Bul. Sep 1989) Molded-Case Circuit Breakers and Circuit-Breaker Enclo-sures

1.3 Reserved

1.4 Submittals

Submit the following:

1.4.1 Manufacturer's Catalog Data

- a. Enclosures
- b. Medium-voltage switches

Each submittal shall include data on enclosures, switches and associated accessories.

1.4.2 Drawings

1.4.2.1 Switching Station

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 34 of 83
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Furnish drawings that include, but are not limited to, the following:

- a. Overall dimensions, front view, and sectional views.
- b. Ampere ratings of bus bars.
- c. Maximum short circuit bracing.
- d. Switch type, interrupting rating, trip setting.
- e. Ratings and sizes of lugs, impedance, and taps.
- f. Provision for future extension.
- g. Elementary diagrams and wiring diagrams with terminals identified, and indicating prewired interconnections between items of equipment and the interconnection between the items.
- h. One-line diagram.

1.4.3 Field Test Reports

- a. Certified copies of dielectric (Hi-Pot) test reports.

Part 2 - Products

2.1 Product Coordination

Products and materials not considered to be transformers, substations, switching stations and switches and related accessories are specified in Section 16375, "Underground, Underwater, and Shipboard Electrical Work and Section 16402, "Minor Wiring Systems."

2.2 Switching Station

2.2.1 Incoming Section

The incoming loop #2 section shall consist of a metal-en-closed switching station section for connecting the incoming circuit to the switching station bus through a non-fused medium volt-age switch.

2.2.1.1 Conductor Termination

Conductor terminations shall be three conductor cable termi-nations with provisions for one termination per phase and arranged for conduits entering from below. Provide cable terminations as specified in Section 16375, "Under-ground, Underwater, and Shipboard Electrical Work."

2.2.2 Non-fused Medium Voltage Switches

Switch shall be live-front metal-enclosed, non-fused with manual stored energy operator rated 15 kV, 95 kV BIL for service on a 13.2 kV system with a fault close rating of not less than 40,000 amperes asymmetrical. A ground bus shall extend the width of the switch enclosure and shall be bolted directly thereto. Connect frame of unit to ground bus. The switch shall be a three-pole, single-throw unit. The switch shall be operated by a manually charged spring stored energy mechanism which shall simultaneously disconnect or connect ungrounded conductors. The moveable blade of the switch shall be deenergized when in the open position. The door shall have an inspection window to allow full view of the position of the three switch blades through the closed door. The mechanism shall enable the switch to close against a fault equal to the momentary rating of the switch without affecting its continu-ous current carrying or load interrupt-ing ability. The switch shall be capable of carrying con-tinuous or interrupting 600 amperes with a momentary rating of 61,000 amperes at 15 kV. The switch shall have provision for padlocking in the open and closed positions.

2.2.4.1 Electrical Ratings and Standards

Switches shall be designed, tested, and built in accordance with applicable ANSI requirements. The entire switch assembly shall be rated:

Maximum design voltage, kV	15	
Impulse level (BIL), kV (minimum)	95	
Ac 1-minute withstand, kV (minimum)		34
Continuous current, A	600	
Momentary current withstand, kA asym	20	
Close-and-latch rating (3 times), kA asym		20
1-second symmetric current withstand, kA	12	

2.2.4.2 Switch Configuration

Switch shall have a bottom entrances suitable for cables entering from below. Each switch way shall have two posi-tions: closed and open.

2.2.4.3 Switch Construction

Switch components shall be fully assembled in a factory. The following standard components shall be included:

- a. Viewing windows to permit inspection of the switch con-tacts in the closed position.
- b. One-line diagram and stainless steel nameplate fastened with stainless steel mechanical fasteners.
- c. Compression spring operator.
- d. Operating mechanism padlockable in any position, with position indication.

2.2.4.4 Loop Switch Operation

Each switch way shall be equipped with an internally-mounted operating mechanism capable of providing quick-make, quick-break operation in either switching direction. The mechanism shall be capable of delivering sufficient torque and shall be provided with latches for each position to ensure load inter-rupting, fault closing, and momentary ratings. The mechanism shall use compression type springs to ensure long life and reliability. Each switch position shall be clearly identi-fied. The operating shaft shall be made of stainless steel for maximum corrosion resistance.

2.2.5.3 Heaters

Provide in each switching station section. Heaters shall be rated 120 volts, shall have sufficient capacity to control moisture condensation in the compartments, and shall be sized 250 watts minimum. Heaters shall be controlled by a thermo-stat and humidistat located inside secondary switching station section. Thermostats shall be industrial type, high limit, to operate on temperature rise, with range of 60 to 90 degrees F. Humidistats shall have a range of 30 percent to 60 percent relative humidity. Energize electric heaters in switching station assemblies while the equipment is stored or in place prior to being placed in service.

2.2.5.4 Pilot and Indicating Lights

Provide transformer, resistor, or diode type.

2.2.6 Insulated Bus

All buses shall be fully insulated. Insulation shall be rated for a minimum of 15 Kilovolts.

2.2.7 Finish

Exterior surface of switching stations shall be light gray No. 61 in accordance with ASTM D1535.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 36 of 83
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2.2.8 Corrosion Protection

Bases, frames, and channels of substations and switching stations shall be corrosion resistant to vendor's standards.

2.2.9 Terminal Boards

Provide with engraved plastic terminal strips and screw type terminals for external wiring between components and for internal wiring between removable assemblies. Terminate conductors for current transformers with ring-tongue lugs. Terminal board identification shall be identical in similar units. External wiring shall be color coded consistently for similar terminal boards.

2.2.10 Wire Marking

Mark control and metering conductors at each end. Provide factory-installed white plastic tubing heat stamped with black block type letters on factory-installed wiring. On field-installed wiring, provide white preprinted polyvinyl chloride (PVC) sleeves, heat stamped with black block type letters. Each sleeve shall contain a single letter or number, shall be elliptically shaped to securely grip the wire, and shall be keyed in such a manner to ensure alignment with adjacent sleeves. Provide specific wire markings using the appropriate combination of individual sleeves. Each wire marker shall indicate the device or equipment, including specific terminal number to which the remote end of the wire is attached.

2.2.11 Surge Arresters

None

2.3 Name Plates

Provide as specified in Section 16011, "Electrical General Requirements."

2.4 Warning Signs

Provide as specified in Section 16011, "Electrical General Requirements."

2.5 Source Quality Control

Switching station shall be tested as integral assemblies at the manufacturer's test facility. Tests will be witnessed by the Contracting Officer's Technical Representative. Furnish the Government with 30 days' notice before scheduling test date.

Part 3 - Execution

3.1 Repairs

3.1.1 Jack the bank of the six (6) shifted cabinets to their original alignment with the remaining portion of the equipment enclosures. Then jack the bank of enclosures slightly, 2 - 3 inches, to the north end of the platform to their original position.

3.1.2 Replace the arc chute assembly for the switch serving Switch Loop#1

3.1.3 Fair and adjust six (6) enclosure doors to affect a weather tight seal.

3.1.4 Cut, disconnect and remove the primary feed cable to platform #7 from just below the decking up to the termination on the platform and splice in a new piece of cable. Route and connect the new section of cable as original.

3.1.5 Connect the new SHD-GC cable that serves Unit #7 to Switch Loop #2 and install a connector as shown on drawing 2818-102 for the shipboard end of the cable. Make an inline underwater splice in the cable to join the two new cable sections. James River Reserve Fleet personnel will assist in running the cable from Unit #7 to the platform with personnel, and craft. The electrical cable and shipboard connector shall be supplied by MARAD.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 37 of 83
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3.1.6 Splices and terminations shall be in accordance with Section 16375.

3.2 Installation

Electrical installations shall conform to ANSI C2, NFPA 70, and to the requirements specified herein.

3.3 Removal and Installation of Equipment

Remove the entire enclosure with all components for switch loop#2. Install and connect, switching stations, and miscellaneous devices furnished under this section as indicated on project drawings, the approved shop drawings, and as specified herein.

3.3.1 Medium-Voltage Switches

ANSI C37.20.2.

3.3.2 Galvanizing Repair

ASTM A780, using galvanizing repair paint for galvanizing damaged by handling, transporting, cutting, welding, or bolting. Do not heat surfaces that repair paint has been applied to.

3.4 Foundation for Equipment and Assemblies

3.4.2 Platform Location

Mount switching station on platform deck. Provide conduit turnups and cable entrance space required by the equipment to be mounted. Seal voids around conduit openings in platform with water- and oil-resistant caulking or sealant. Cut off and bush conduits 3 inches above platform surface.

3.5 Field Quality Control

3.5.1 Performance of Acceptance Checks and Tests

Perform in accordance with the manufacturer's recommendations, NFPA 70B, NETA ATS as applicable to transformers, substations, switches, and switching stations, and referenced ANSI standards. Perform tests specific to medium-voltage switches, relays, metering, and instrument transformers in accordance with NETA ATS. Perform tests to obtain information about the performance of the breakers, wiring, and transformers together as a unit, as well as separately. Tests shall include the following:

- a. Compare actual connections with wiring diagrams. If differences are found, determine if error is in diagram or in actual wiring; correct as necessary.
- b. Inspect devices and equipment for damage or maladjustment caused by shipment or installation.
- c. Use calibrated torque wrench to ensure that tightness of bolted bus joints are in accordance with manufacturer's recommendations.
- d. Perform mechanical operator and contact alignment tests on switches and operating mechanisms in accordance with manufacturer's recommendations. Adjust as necessary.
- e. Measure switch contact resistance and perform minimum pickup voltage tests on trip and closing coils. Adjust as necessary to stay within manufacturer's acceptable range.
- f. Check electrical continuity of control, current, and potential circuits in accordance with wiring diagrams.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 38 of 83
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g. Perform insulation resistance test at 500 volts dc on field-installed control wiring, and current and potential circuits. Disconnect field-installed control wiring from equipment and from factory-installed wiring before testing. Minimum insulation resistance shall be 1,000,000 ohms.

h. Verify type, range, and connections of instrument trans-formers. Confirm correct polarity of current transformers electrically.

i. Remove short-circuiting links from current transformers after checking that secondary circuits are complete.

j. Remove wedges, ties, and blocks installed by the manufac-turer to prevent damage during shipment.

k. Check low-voltage circuit breakers in accordance with manufacturer's instruction.

l. Perform testing and calibration of power relays by the engineering specialist.

m. Verify maximum resistance to ground of grounding systems.

CAUTION: Changes of connection, insertion, and removal of instruments, relays, and meters must be performed in such a manner that the secondary circuits of energized current trans-formers are not opened momentarily.

3.5.2 Field Dielectric Tests

Perform on medium-voltage switches according to ANSI C37.20.2.

3.5.3 Followup Verification

Upon completion of acceptance checks, settings, and tests, the Contractor shall show by demonstration in service that cir-cuits and devices are in good operating condition and properly performing the intended function. Switches shall be tripped by operation of each protective device. Test shall require each item to perform its function not less than three times. As an exception to requirements stated elsewhere in the con-tract, the Contracting Officer shall be given 5 working days' advance notice of the dates and times for checks, settings, and tests.

0004. SECTION 16402 - MINOR WIRING SYSTEMS

Part 1 - General

1.1 Summary

This specification section covers 600 volt wiring, conduits and fittings, panelboards, circuit breakers (480 volt, 208 volt and 120 volt), receptacles, low voltage switches (toggle and discon-nect type) and associated material that are specified for use in other sections of the specification and on the project plans. Grounding for the portion of the project that is on land is also covered in this section.

1.2 References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The addresses of the sponsoring organizations can be found in section 01090.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C80.1 1983 Rigid Steel Conduit - Zinc Coated

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

	Document No.	Document Title	Page 39 of 83
	DTMA2B04021	15KV Electrical Platforms	
ASTM B 1	1985	Hard-Drawn Copper Wire	
ASTM B 8	1986	Concentric-Lay-Stranded Copper Conduc-tors, Hard, Medium-Hard, or Soft	
		FEDERAL SPECIFICATIONS (FS)	
FS L-P-387		(Rev. A) (Int. Am. 2) Plastic Sheet, Laminat-ed, Thermosetting (for Designation Plates)	
		NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)	
NEMA TC 2	1983	Electrical Plastic Tubing (EPT) and Con-duit (EPC-40 and EPC-80)	
NEMA TC 3		1990 PVC Fittings for Use with Rigid PVC Con-duit and Tubing	
NEMA WD 1		1983 (R 1989) Wiring Devices	
		NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)	
NFPA 70		1990 National Electrical Code	
		UNDERWRITERS LABORATORIES INC. (UL)	
UL 1		1985 Flexible Metal Conduit, Eighth Edition	
UL 6		1981 (R 1989) Rigid Metal Conduit, Ninth Edi-tion	
UL 50		1988 (R 1990) Cabinets and Boxes, Ninth Edi-tion	
UL 67		1988 (R 1990) (Errata 1990) Panelboards, Tenth Edition	
UL 83		1983 (R 1989) (Bul. 1990) Thermoplastic-Insu-lated Wires and Cables, Ninth Edition	
UL 360		1986 (R 1990) Liquid-Tight Flexible Steel Con-duit, Third Edition	
UL 467		1984 (R 1986) Grounding and Bonding Equip-ment, Sixth Edition	
UL 486A Edition		1980 (R 1989) Wire Connector and Soldering Lugs for Use with Copper Conductors, Seventh	
UL 486C		1983 (R 1989) (Errata 1990) Splicing Wire Con-nectors, First Edition	
UL 489 Seventh		1986 (Bul. 1990) (R 1990) (Errata 1990) Mold-ed-Case Circuit Breakers and Circuit-Breaker Enclosures, Edition	
UL 498		1986 (R 1990) Attachment Plugs and Recepta-cles, Eleventh Edition	
UL 510		1986 (R 1986) Insulating Tape, Sixth Edition	
UL 514A		1983 (R 1990) Metallic Outlet Boxes, Seventh Edition	
UL 514B		1989 (R 1990) Fittings for Conduit and Outlet Boxes, Second Edition	
UL 514C		1988 (R 1989) Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers, Second Edi-tion	
UL 869		1989 (R 1990) Service Equipment, Seventh Edi-tion	

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 40 of 83
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1.3 Reserved

1.4 Deliverables

Submit the following:

1.4.1 Manufacturer's Catalog Data

- a. Circuit breakers
- b. Ground rods

1.4.2 Drawings

- a. Panelboards

1.4.3 Field Test Reports

- a. 600-volt wiring test

1.4.3.1 Format

Submit test results for approval in report form.

1.5 Quality Assurance

In each standard referred to herein, consider the advisory provisions to be mandatory, as though the word "shall" has been substituted for "should" wherever it appears. Interpret references in these standards to "authority having jurisdiction," or words of similar meaning, to mean Contracting Officer.

Part 2 - Products

2.1 Materials and Equipment

Materials, equipment, and devices shall, as minimum, meet requirements of UL, where UL standards are established for those items, and requirements of NFPA 70.

2.2 Conduit and Fittings

2.2.1 Rigid Steel Conduit (Zinc-Coated)

ANSI C80.1, UL 6.

2.2.2 Rigid Nonmetallic Conduit

PVC Type EPC-80 in accordance with NEMA TC 2.

2.2.3 Flexible Metal Conduit

UL 1.

2.2.3.1 Liquid-Tight Flexible Metal Conduit, Steel

UL 360.

2.2.4 Fittings for Metal Conduit and Flexible Metal Conduit

UL 514B. Ferrous fittings shall be cadmium- or zinc-coated in accordance with UL 514B.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 41 of 83
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2.2.4.1 Fittings for Rigid Metal Conduit

Threaded-type. Split couplings unacceptable.

2.2.5 Fittings for Rigid Nonmetallic Conduit

NEMA TC 3.

2.3 Outlet Boxes and Covers

UL 514A, cadmium- or zinc-coated, if ferrous metal. UL 514C, if nonmetallic.

2.4 Cabinets, Junction Boxes, and Pull Boxes

Volume greater than 100 cubic inches, UL 50, hot dip, zinc-coat-ed, if sheet steel.

2.5 Wires and Cables

Wires and cables shall meet applicable requirements of NFPA 70 and UL for type of insulation, jacket, and conductor specified or indicated. Wires and cables manufactured more than 12 months prior to date of delivery to site shall not be used.

2.5.1 Conductors

No. 10 AWG and smaller shall be solid, except that conductors for remote control, alarm, and signal circuits, classes 1, 2, and 3, shall be stranded; No. 8 AWG and larger diameter shall be strand-ed. Conductor sizes and ampacities shown are based on copper, unless indicated otherwise. Conductors shall be copper.

2.5.1.1 Minimum Conductor Sizes

Minimum size for branch circuits shall be No. 12 AWG; for Class 1 remote-control and signal circuits, No. 14 AWG; and for Class 2 low-energy, remote-control and signal circuits, No. 18 AWG; and for Class 3 low-energy remote-control, alarm, and signal cir-cuits, No. 22 AWG.

2.5.2 Color Coding

Provide for service, feeder, branch, control, and signaling cir-cuit conductors. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in same raceway or box, other neutral shall be white with colored (not green) stripe. Color of ungrounded conductors in different voltage systems shall be as follows:

a. 120/208 volt, 3-phase

- (1) Phase A - black
- (2) Phase B - red
- (3) Phase C - blue

2.5.3 Insulation

Unless specified or indicated otherwise or required by NFPA 70, power and lighting wires shall be 600-volt, Type XHHW; remote-control and signal circuits shall be Type TW, THW, or TF. Con-ductors shall conform to UL 83. Where lighting fixtures require 90-degree C conductors, provide only conductors with 90-degree C insulation or better.

2.5.4 Bonding Conductors

ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller diameter; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 42 of 83
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2.6 Splices and Termination Components

UL 486A as applicable, for wire connectors and UL 510 for insulating tapes. Connectors for No. 10 AWG and smaller diameter wires shall be insulated, pressure-type in accordance with UL 486A or UL 486C (twist-on splicing connector). Provide solderless terminal lugs on stranded conductors.

2.7 Device Plates

Provide UL listed, one-piece device plates for outlets and to suit the devices installed. For metal outlets, plates shall be of zinc-coated sheet steel or cast metal having round or beveled edges. For nonmetallic boxes and fittings, other suitable plates may be used. Screws shall be machine-type with countersunk heads. Use of sectional-type device plates will not be permitted. Plates installed in wet locations shall be gasketed and UL listed for "wet locations."

2.8 Switches

2.8.1 Toggle Switches

NEMA WD 1, No. 1121 for single pole, totally enclosed with bodies of thermosetting plastic and mounting strap with grounding screw. Handles shall be brown. Wiring terminals shall be screw-type, side-wired. Switches shall be rated quiet-type ac only, 120/277 volts, with current rating and number of poles indicated.

2.8.2 Pilot Lights

Provide yoke-mounted, candelabra-base sockets rated 125 volts and fitted with glass or plastic jewels. Provide clear, 6-watt lamp in each pilot switch. Jewels shall be white.

2.9 Receptacles

UL 498 and NEMA WD 1, heavy-duty, hospital grade, grounding-type. Ratings and configurations shall be as indicated. Wiring terminals shall be screw-type, side-wired. Connect grounding pole to mounting strap.

2.9.1 Weatherproof Receptacles

Provide in cast metal box with gasketed, weatherproof, cast-metal cover plate and gasketed cap over each receptacle opening. Caps shall be provided with a spring-hinged flap. Receptacle shall be UL listed for use in "wet locations."

2.9.2 Duplex Receptacles: 20 Amperes, 125 Volts.

2.10 Panelboards

UL 67 and UL 50. Having a short-circuit current rating of 25,000 amperes symmetrical minimum. Panelboards for use as service disconnecting means shall additionally conform to UL 869. Panelboards shall be circuit breaker-equipped. Design shall be such that individual breakers can be removed without disturbing adjacent units or without loosening or removing supplemental insulation supplied as means of obtaining clearances as required by UL. Where "space only" is indicated, make provisions for future installation of breakers. Panelboard locks shall be keyed same. Directories shall indicate load served by each circuit in panelboard.

2.10.1 Panelboard Buses

Provide copper buses. Support bus bars on bases independent of circuit breakers. Main buses and back pans shall be designed so that breakers may be changed without machining, drilling, or tapping. Provide isolated neutral bus in each panel for connection of circuit neutral conductors. Provide separate ground bus identified as equipment grounding bus per UL 67 for connecting grounding conductors; bond to steel cabinet. Panelboard buses shall be copper.

2.10.2 Circuit Breakers

UL 489 thermal magnetic-type with interrupting capacity of 25,000 amperes symmetrical minimum. Breaker terminals shall be UL listed as suitable for type of conductor provided.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 43 of 83
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2.10.2.1 Multipole Breakers

Provide common trip-type with single operating handle. Breaker design shall be such that overload in one pole automatically causes all poles to open. Maintain phase sequence throughout each panel so that any three adjacent breaker poles are connected to Phases A, B, and C, respectively.

2.11 Grounding and Bonding Equipment

UL 467. Ground rods shall be copper-clad steel, with minimum diameter of 3/4 inch and minimum length of 10 feet.

2.12 Nameplates

FS L-P-387. Provide as specified in Section 16011, "Electrical General Requirements."

Part 3 - Execution

3.1 Installation

Electrical installations shall conform to requirements of NFPA 70 and to requirements specified herein.

3.1.1 Wiring Methods

Provide insulated conductors installed in rigid conduit, except where specifically indicated or specified otherwise or required by NFPA 70 to be installed otherwise. Grounding conductor shall be separate from electrical system neutral conductor. Provide insulated green equipment grounding conductors for circuits installed in conduit and raceways. Minimum conduit size shall be 1/2 inch in diameter for low voltage lighting and power circuits.

3.1.1.1 Conduit in Floor Slabs

PVC, Type EPC-80, unless indicated otherwise.

3.1.1.2 Pull Wire

Install pull wires in empty conduits in which wire is to be installed by others. Pull wire shall be plastic having minimum 200-pound tensile strength. Leave minimum 12 inches of slack at each end of pull wire.

3.1.1.3 Locknuts and Bushings

Fasten conduits to sheet metal boxes and cabinets with two locknuts where required by NFPA 70, where insulated bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, use minimum single locknut and bushing. Locknuts shall have sharp edges for digging into wall of metal enclosures. Install bushings on ends of conduits, and provide insulating type where required by NFPA 70.

3.1.1.4 Flexible Connections

Provide flexible connections of short length, 3-foot minimum and 6-foot maximum, for equipment subject to vibration, noise transmission, or movement. Provide liquid-tight flexible conduit in wet locations. Provide separate ground conductor across flexible connections.

3.1.2 Boxes, Outlets, and Supports

Provide boxes in wiring or raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures. Boxes for metallic raceways shall be cast-metal, hub type. Nonmetallic boxes may be used with nonmetallic conduit system. Each box shall have volume required by NFPA 70 for number of conductors enclosed in box. Boxes for mounting lighting fixtures shall be minimum 4 inches square, or octagonal, except that smaller boxes may be installed as required by fixture configurations, as approved. Provide gaskets for cast-metal boxes installed in wet locations.

3.1.2.1 Boxes

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 44 of 83
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Boxes for use with raceway systems shall be minimum 1 1/2 inches deep, except where shallower boxes required by structural conditions are approved. Boxes for other than lighting fixture outlets shall be minimum 4 inches square, except that 4-by-2-inch boxes may be used where only one raceway enters outlet.

3.1.2.2 Pull Boxes

Construct of at least minimum size required by NFPA 70 of code-gauge aluminum or galvanized sheet steel, compatible with nonmetallic raceway systems, except where cast-metal boxes are required in locations specified herein. Furnish boxes with screw-fastened covers. Where several feeders pass through common pull box, tag feeders to indicate clearly electrical characteristics, circuit number, and panel designation.

3.1.3 Conductor Identification

Provide conductor identification within each enclosure where tap, splice, or termination is made. For conductors No. 6 AWG and smaller diameter, color coding shall be by factory-applied, color-impregnated insulation. For conductors No. 4 AWG and larger diameter, color coding shall be by plastic-coated, self-sticking markers; colored nylon cable ties and plates; or heat shrink-type sleeves. Identify control circuit terminations.

3.1.4 Splices

Make splices in accessible locations. Make splices in conductors No. 10 AWG and smaller diameter with insulated, pressure-type connector. Make splices in conductors No. 8 AWG and larger diameter with solderless connector, and cover with insulation material equivalent to conductor insulation.

3.1.5 Grounding and Bonding

In accordance with NFPA 70. Ground-exposed, noncurrent-carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductor in metallic and nonmetallic raceways, and neutral conductor of wiring systems.

3.1.5.1 Grounding Conductor

Provide insulated, green equipment grounding conductor in feeder and branch circuits, including lighting circuits. Grounding conductor shall be separate from electrical system neutral conductor. Provide insulated, green conductor for grounding conductors installed in conduit or raceways.

3.1.5.2 Resistance

Maximum resistance-to-ground of grounding system shall not exceed 5 ohms under dry conditions. Where resistance obtained exceeds 5 ohms, contact Contracting Officer for further instructions.

3.1.6 Equipment Connections

Provide power wiring for the connection of motors and control equipment under this section of the specification. Except as otherwise specifically noted or specified, automatic control wiring, control devices, and protective devices within the control circuitry are not included in this section of the specifications but shall be provided under the section specifying the associated equipment.

3.2 Field Quality Control

Furnish test equipment and personnel and submit written copies of test results. Give Contracting Officer's Technical Representative 5 working days notice prior to each test.

3.2.1 Devices Subject to Manual Operation

Each device subject to manual operation shall be operated at least five times, demonstrating satisfactory operation each time.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 45 of 83
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3.2.2 600-Volt Wiring Test

Test 600-volt wiring to verify that no short circuits or acciden-tal grounds exist. Perform insulation resistance tests on wiring No. 6 AWG and larger diameter using instrument which applies voltage of approximately 500 volts to provide direct reading of resistance. Minimum resistance shall be 250,000 ohms.

3.2.3 Grounding System Test

Test grounding system to ensure continuity and resistance to ground is not excessive. Test each ground rod for resistance to ground before making connections to rod; tie grounding system together and test for resistance to ground. Make resistance measurements in dry weather, not earlier than 48 hours after rain-fall. Submit written results of each test to Contracting Offi-cer, and indicate location of rods as well as resistance and soil conditions at time measure-ments

9 WAGE DETERMINATION

GENERAL DECISION: VA20030006 04/02/2004 VA6

Date: April 2, 2004

General Decision Number: VA20030006 04/02/2004

Superseded General Decision Number: VA020006

State: Virginia

Construction Types: Highway

Counties: Gloucester, Hampton*, James*, Mathews, Newport News*, Poquoson*, Williamsburg* and York Counties in Virginia.

*INDEPENDENT CITIES

HIGHWAY CONSTRUCTION PROJECTS (Excluding tunnels, building structures in rest area projects and railroad construction; bascule, suspension and spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; and other major bridges)

Modification Number	Publication Date
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0	06/13/2003
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1	04/02/2004
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* ELEC1340-004 12/01/2003

Rates	Fringes
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Electrician (Including
Traffic Signal

Installer/Maintainer).....\$ 20.00 3.15+11.25%

ENGI0147-018 05/01/2002

Rates	Fringes
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Power equipment operators:

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 46 of 83
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Oilers/Greasers.....\$ 12.02 6.43

SUVA1999-013 02/10/1999

Rates Fringes

Asbestos Worker.....\$ 10.10

Carpenter
Structure.....\$ 12.07

Concrete Finisher.....\$ 10.74

Deckhand.....\$ 9.50

Fence Erector.....\$ 13.07

Flagger.....\$ 9.43

Form Setter.....\$ 9.88

Laborers:

Asphalt Rakers.....\$ 9.04
Construction Workers I
(Skilled Laborers).....\$ 8.93
Construction Workers II
(Laborers).....\$ 7.91
Landscape Workers.....\$ 7.36
Pipelayers.....\$ 9.13
Power Tool Operators.....\$ 13.75

Painter, Bridge.....\$ 11.99

Power equipment operators:

Asphalt Distributor
Operators.....\$ 8.86
Asphalt Paver Operators.....\$ 10.11
Backhoe Operators.....\$ 11.02
Bulldozer Operators.....\$ 10.45
Bulldozer Operators
(Utility).....\$ 9.94
Concrete Finish Machine
Operators, Utility.....\$ 11.15
Concrete Finish
Machine/Screed
Operators (Bridge).....\$ 11.00
Concrete Paving Machine
Operators.....\$ 8.25
Crane, Derrick,
Dragline Operators
1 yd. & under.....\$ 13.79
Over 1 yd.....\$ 16.00
Crusher Tender Operators.....\$ 10.35
Drill Operators.....\$ 10.00
Excavator Operators.....\$ 12.00
Front-End Loader
Operators
2 yds. & under.....\$ 9.82

	Document No.	Document Title	Page 47 of 83
	DTMA2B04021	15KV Electrical Platforms	

Over 2 yds.....\$ 10.03
 Fuel and Lubricant
 Service Truck Drivers.....\$ 8.50
 Gradall Operators.....\$ 14.00
 Grade Checkers.....\$ 7.76
 Hydro-Seeder Operators.....\$ 8.00
 Log Skidder Operators.....\$ 15.00
 Mechanics.....\$ 13.04
 Mobile Mixer Operators.....\$ 10.71
 Motor Grader Operators
 Fine Grade.....\$ 12.43
 Rough Grade.....\$ 9.98
 Pavement Marker
 Operators.....\$ 9.28
 Pavement Marking Truck
 Operators.....\$ 9.55
 Pavement Planing
 Operators.....\$ 9.25
 Pile Driver
 Leadsman.....\$ 14.00
 Operators.....\$ 16.00
 Pipe Boring/Jacking
 Machine Operators.....\$ 8.38
 Plant Operators.....\$ 10.00
 Roller Operators
 Finish.....\$ 8.50
 Rough.....\$ 9.37
 Scraper Pan Operators.....\$ 8.50
 Shot Blast Machine
 Operators.....\$ 9.00
 Shovel Operator
 2 yds. & under.....\$ 12.00
 Over 2 yds.....\$ 12.13
 Slip-Form Paver
 Operators.....\$ 8.50
 Slurry Seal Paver
 Machine Operators.....\$ 9.00
 Truck Drivers.....\$ 9.00
 Stabilizer Operators.....\$ 7.94
 Stone Spreader Operators....\$ 9.83
 Subgrade Machine
 Operators.....\$ 9.12
 Tractor Operators
 Crawlers.....\$ 9.26
 Utility.....\$ 9.43
 Transit Mix Truck
 Drivers.....\$ 9.75
 Trenching Machine
 Operators.....\$ 10.88

 Reinforcing metal workers.....\$ 16.80

 Truck drivers:
 Heavy Duty.....\$ 8.40
 Multi, Tandem and
 Single Rear Axle.....\$ 8.43

 Waterproofer.....\$ 8.00

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 48 of 83
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Welder.....\$ 13.70

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 49 of 83
--	------------------------------------	--	---------------

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 50 of 83
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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1	1252.242-73	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE	OCTOBER 1994
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(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 51 of 83
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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 1252.217- INDEMNITY AND INSURANCE 82

NOVEMBER
R 2002

The Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

H.2 1252.217- INDEMNITY AND INSURANCE (ADDITIONAL) 83

JANUARY
2001

(a) INDEMNITY

(1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.

(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

(4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 52 of 83
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thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(b) **TYPES OF INSURANCE AND MINIMUM COVERAGE.** The Contractor shall at its own expense, provide and maintain the following insurances during the entire performance of this contract.

(1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$5 million bodily injury by accident, each accident - \$5 million bodily injury by disease each accident - \$5 million bodily injury by disease in the aggregate.

(3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - \$5 million for each person per occurrence and \$5 million in the aggregate.

(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$5 million combined single per occurrence limit for bodily injury and property damage and \$5 million in the aggregate.

(5) Ship Repairers Legal Liability - coverage to be provided under the standard London or American Institute forms or their equivalent \$5 million per vessel, per occurrence or such other amount as may be requested.

(6) Pollution - sudden and accidental liability - \$5 Million per occurrence.

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(d) FORM OF CONFIRMATION

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(2) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverage. The confirmation shall name the Contractor and United States of America as assureds and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any Foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

(e) The contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation.

H.3	1252.223- 80	MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL	FEBRUAR Y 2000
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1. Personnel shall be protected by personal flotation devices (life vests) while in the act of embarking or disembarking from any fleet vessel where the possibility of falling into the water exists; while working from small boats, skiffs, or floats; while working near

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 53 of 83
--	------------------------------------	--	---------------

unguarded edges of decks of vessels afloat; or while engaged in any over-water work. At Fleet sites, the flotation devices will be provided by the Fleet and must be returned each day upon departing the Fleet. At outported ships, contractors must furnish their own flotation devices.

2. All passengers riding in personnel boats in MARAD's Reserve Fleet locations shall ride below topside while the boat is in transit, and shall remain below until the boat is properly secured either alongside the accommodation ladder or the pier side, and until the operator notifies the employees to disembark.
3. Personnel aboard all craft shall remain inside of the bulwarks and railings and at no time ever will anyone sit on top of bulwarks or rails.
4. Personnel shall not descend from the deck of any ship onto the accommodation ladder or landing platform to wait for transportation. No more than five (5) descending individuals are permitted on the accommodation ladder at one time and they shall be equally spaced. This directive also applies to ascending ladders. This requirement also pertains to outported ships when personnel descend from the deck of the ship to a pier, or ascend from the pier to the deck of the ship.
5. Ringbuoys with a minimum of 90 feet of nylon line attached are available at the head of each gangway and on the stern of Fleet craft, power barges, tugs, and at the Fleet pier for use by Contractor personnel in emergency situations.
6. When working with mooring lines, all ends of such lines shall be left coiled neatly and areas left clear.
7. Smoking is prohibited aboard vessels except on open decks or in places designated as smoking areas. Smoking is not permitted at all aboard tankers. Also, smoking is prohibited during fueling and cleaning operations of any kind. This includes during the filling or emptying of cans of gasoline, xylene, varsol or any other combustible or flammable liquids or gas.
8. Cigarette butts shall not be thrown over the side of any vessel. While at the dock, no cigarette butts shall be thrown onto the dock or into the water. Sand containers or ashtrays are provided in designated smoking areas. Paper and trash are not to be placed in ashtrays.
9. All debris, oily rags, industrial wipers, etc., will be removed from the ships and working areas. These areas are to be left in clean condition and all materials stowed neatly at the end of each workday. No rags, cups or other trash, oils, fuels, greases, chemicals, lumber, etc., shall be thrown overboard. Fleet Guide will inform personnel of the disposal container locations.
10. Contractor employees are required to wear safety shoes with impact-resistant toes and slip resistant sole material for protection against falling or rolling objects, sharp objects, molten metal, hot surfaces, and oily or wet slippery surfaces. Shoes with loose soles, heels, and laces, or otherwise in poor condition, will not be permitted. Athletic and Cowboy boot-type safety shoes are prohibited.
11. All personnel working at the Fleet shall wear and/or use OSHA/NIOSH approved safety equipment, as required, including personal protective equipment, safety belts and securing lines, and safety glasses.
12. Protective hard hats shall be worn while aboard ships or in any other areas where head injury hazards exist. At MARAD's Reserve Fleet locations, a lighted miner's lamp, supplied by the Fleet, must be worn at all times while in dimly lit areas. The lamps are to be returned to the lamp room each day prior to departing the Fleet. At outported ship locations, contractors are required to provide their own flashlights, etc.
13. Safety glasses or goggles shall be worn while in the vicinity of any operation generating matter which might strike or lodge in the eyes. Such operations include, but are not limited to, scaling rust, water-blasting, Aqua Dyne water-blasting, sandblasting, operating a skill saw, grinding, handling batteries, boiler cleaning, and anchor windlass operations.
14. Ear protection (plugs or muffs) must be worn whenever exposed to loud noises.
15. Consistent with 29 CFR 1910.134, respirators shall be worn while scraping paint, during sandblasting, spraying, or other operations where dust, fumes, airborne particles, or noxious gases may be present.
16. If waterblasting, protective gear shall be worn consisting of a hard hat, safety glasses, face shields, shin guards (baseball type) and steel rigid guard foot protectors.
17. If sandblasting, protective gear consisting of leather gloves, hood, and leather apron shall be worn.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 54 of 83
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18. When assisting with welding-burning, metal frame flash goggles/glasses shall be worn. The Welder/Burner shall provide the goggles/glasses and shall instruct personnel in their proper use.

19. Contractors must report all accidents resulting in injury, regardless of how slight it may be, to their supervisor, to the Fleet Superintendent, and to the Safety Assistant, or at outported ship locations to the Ship Manager or MARAD representative so that the injury can be treated, if necessary, and recorded. This must be done before leaving the Fleet site or outported location on the day of injury or at the soonest practical time in the event of severe injury.

20. Asbestos Hazard Considerations - Exposure of unprotected personnel to airborne asbestos fibers shall be prevented. While many studies and air sampling have been conducted under varying conditions within the Reserve Fleet environment, no conditions have been found to require special protective clothing or breathing protection. However, all work requiring direct contact with asbestos, conducted within the environment of asbestos, or work in any other way associated with asbestos will be critically evaluated by the cognizant Contractor's supervisor before proceeding. The following general policies will apply:

(a) The Contractor shall inform his/her personnel to be alert to the hazards associated with asbestos and the personnel shall be instructed in the use of respirators.

(b) When work requires direct contact with asbestos, is conducted within the environment of asbestos, or work is in any way associated with asbestos, Contractor personnel shall be required to wear a half-mask, air- purifying respirator, other than a disposable respirator, equipped with high-efficiency filters.

(c) Air pressure/air hoses shall not be used to blow down engine rooms in the process of cleaning when friable asbestos is known or suspected to be present in the area being cleaned. Also, broom sweeping such debris is prohibited. Only vacuum cleaning equipment with special filter attachment is authorized for this purpose, unless vacuuming and/or wet cleaning are not feasible.

(d) Major rip-outs, repairs or removal of asbestos located at any MARAD facility or aboard any vessel under MARAD jurisdiction shall not be conducted by Contractor personnel unless authorized by MARAD.

(e) Asbestos warning signs shall be posted at the access door of all regulated areas.

21. No work shall be performed in any void, tank, or compartment until such tank, void, or compartment has been declared gas free and possessing sufficient oxygen after being tested by trained personnel.

22. Contractor personnel shall not inspect or perform work in holds or tanks of ships without another contractor personnel observer standing by to get help, if necessary, nor shall an individual work on a ship upon which no other personnel are present.

23. Contractor personnel shall not be allowed to work aloft on staging, masts, etc., without using OSHA prescribed safety belts and securing lines with approved fastenings and without Contractor supervision and instructions during the operation.

24. No openings shall be left unprotected. This includes the removal of hatch boards, bilges, manhole covers, floor plates, and any other opening into which a person may inadvertently step or fall. All areas with an opening which cannot be closed shall be roped off.

25. Gangway doors and sideports on vessels not equipped with gangways shall be closed and secured. In the event the door is missing or it cannot otherwise be closed, the opening shall be chained off or wired with several strands of heavy wire.

26. When using gasoline powered equipment in enclosed spaces, adequate ventilation for the dissipation of exhaust fumes must be provided.

27. Electrical lines, air lines, hoses, etc., used in preservation work shall be triced up on deck clear of walkways and passage areas.

28. Under no circumstances shall any Contractor personnel cross from ship to ship by any means other than gangways properly fitted with hand rails. Prior to installation of a permanent walkway between ships, a portable walkway with rails shall be utilized.

29. When ascending or descending ladders, at least one hand shall be free to grasp hand rail.

30. Gasoline, varsol, xylene, and other flammable or combustible liquids brought onto the ship shall be brought to the attention of the Fleet Representative and, on outported ships, to the attention of the Ship Manager or MARAD representative, and shall be stored in, and dispensed from, OSHA or NIOSH approved safety containers. Such cans shall be inspected and properly marked as follows:

(a) Cans painted red and stenciled: "VAR SOL", "XYLENE" or "GASOLINE", as applicable

(b) Cans painted yellow and stenciled: "LUBE OIL" or "PRESERVATION OIL," as applicable

(c) Cans painted red with a white band and stenciled: "KEROSENE"

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 55 of 83
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31. Drip tanks or pans shall be used when parts are being cleaned and when draining oil or fuel from motors, engines, etc. Varsol, xylene or other solvents will be used from approved safety cans.
32. Safety can valves and flexible metal hose spouts must never be painted. They are to be treated with preservation oil.
33. At MARAD's Reserve Fleet locations, outboard motor operators must leave gas can vents open when they store them on the access can rack.
34. Under no circumstances shall Contractor personnel wear gloves, jewelry (especially neck chains), neck ties, long sleeves, loose clothing, or wear his/her shirt tail out when working around exposed moving machinery.
35. Metal shavings shall be cleaned up from around machines by means of brushes and properly disposed of.
36. Oil spilled in decks, ladders, etc., shall immediately be wiped up and the decks, if necessary, sanded. On vessels sprayed with an oil or paint mixture, all gangways, passages, and areas in use shall be sanded. Appropriate signs shall be posted at all entrances to areas where slippery conditions are considered to exist.
37. Flame burning/cutting and welding shall be kept to a minimum at the Fleet, and shall be accomplished by qualified Contractor personnel only when duly authorized by Fleet Representative, and in accordance with existing fire prevention regulations. Before any welding or hot work is performed, a permit must be issued by the Fleet representative, and a fire watch set. On outported ships, the Ship Manager shall ensure that all hot work is cooled off and there is no danger of fire.
38. Never look directly at arc welding because of the potential for serious eye injury.
39. At MARAD Reserve Fleet locations, prior to any personnel working over the side of, or in a precarious location or position inside of a service craft at the access dock (where applicable), the warning light at the end of the dock shall be activated.
40. Whenever lumber is removed from a structure, nails shall be withdrawn or bent over immediately as part of the operation to prevent possible injury.
41. Liquid fuel operated space heaters shall be operated only when properly installed and vented to the outside. Propane gas bottles are not to be placed in the area of the heater. Gas bottles must be left on the open decks and fed into the heated spaces by a hose. Space heaters are not to be left on when unattended and a CO2 extinguisher must be in the area of the space heater. All electrical space heaters must be UL approved.
42. Contractor Personnel shall promptly report all potentially dangerous areas and conditions to a MARAD representative.
43. The flooding alarm system carries 110 volts and if wiring is cut accidentally it could cause a fire. If when working in the engine room of a ship it becomes necessary to move the ball switches out of the way of an area which is to be preserved, they should be handled very carefully. Do not tilt or disconnect, but merely lift straight up by the ribbon and then lower into place after the job is completed. See that no damage is done to this equipment by wash down hoses, oil spray hoses, etc.
44. Straight ladders, whenever and wherever used, shall be made of metal, except when performing electrical work, then wooden or other non-conductive ladders shall be used, and shall be rigidly inspected prior to use. Use of such ladders shall be kept to a minimum. Whenever using straight ladders to board ships, metal ladders should be used and secured at top to railing of ship. Also, step ladders of the proper size shall be used where warranted. Boxes, chairs, etc., shall not be used in lieu of step ladders. All ladders shall conform to OSHA standards.
45. Defective ladders should be brought to the attention of the Fleet/MARAD representative.
46. The proper tool for each job shall be used. Mushroomed chisels, split hammer handles, or other tools that are in any way unsafe are prohibited. Such defective tools and/or equipment must be taken out of service to be repaired or replaced. Tools shall always be laid down in such a manner as to prevent injuries.
47. All portable electrical equipment shall be properly grounded prior to and during use. This includes fueling hoses, portable electrical equipment, etc. Any equipment with damaged wiring and any damaged plugs must either be repaired before using or replaced.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 56 of 83
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48. Air compressors shall not be operated until ALL installed safety devices are in working order. Only safety devices designed for the specific machine shall be used. Substitute devices will not be installed.

49. Oxygen and acetylene bottles shall be properly secured during transportation and while aboard ship. Bottles shall be lashed upright, caps in place when not in use, and threads shall be SOAPED if leaks are suspected. Be sure bottles and fittings are protected to prevent oil or grease from contacting valve threads and fittings, which could cause bottles to explode. Whenever oxygen and acetylene are not in use, they should be stored separately with a fire wall between them.

50. Extreme precautions shall be taken when compressed air is used in any operation. Pressurized air hoses are not to be directed toward any part of the human body. Whenever a gas/ diesel driven air compressor is used for any breathing apparatus, such as an air line respirator, sand blasting helmet, etc., a gas selector alarm and air purifier must be installed. Gauges and relief values must be in proper working order. Only approved NIOSH and OSHA respirators are to be used.

51. All compressed air hose connections shall be triced together prior to applying compressed air.

52. All hoses and wires (especially oxygen and acetylene hoses) will be disconnected and pulled clear of access doors when workday is over so that the doors may be closed and to prevent leakage of gas into ship. All air hose connections are to be lashed or wired together.

In addition to the foregoing safety rules, other instructions (in writing or orally) may be issued as warranted. Failure to comply with these safety rules can result in disciplinary action to include denial of access to the ship and/or termination for default of the contract.

The contractor shall include this clause in all major subcontracts.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 57 of 83
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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.202-01 Alt I	Definitions (Dec 2001) - Alternate I	May 2001
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.214-26	Audit and Records--Sealed Bidding	October 1997
52.216-24	Limitation Of Government Liability	April 1984
52.216-25	Contract Definitization (See Note 1.)	October 1997
52.219-06	Notice Of Total Small Business Set-Aside	June 2003
52.222-06	Davis Bacon Act	February 1995
52.222-07	Withholding of Funds	February 1988
52.222-08	Payrolls and Basic Records	February 1988
52.222-09	Apprentices and Trainees	February 1988
52.222-10	Compliance with Copeland Act Requirements	February 1988
52.222-11	Subcontracts (Labor Standards)	February 1988
52.222-12	Contract Termination-Debarment	February 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	February 1988
52.222-14	Disputes Concerning Labor Standards	February 1988
52.222-15	Certification of Eligibility	February 1988
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	December 2003
52.228-02	Additional Bond Security	October 1997
52.228-05	Insurance - Work On A Government Installation	January 1997
52.228-11	Pledges Of Assets	February 1992
52.228-14	Irrevocable Letter of Credit	December 1999
52.228-15	Performance and Payment Bonds--Construction	July 2000
52.229-03	Federal, State And Local Taxes	April 2003
52.232-27	Prompt Payment for Construction Contracts	October 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.233-03	Protest After Award	August 1996
52.236-26	Preconstruction Conference	February 1995
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984

I.2 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS

MAY 2004

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 58 of 83
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(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the contractor's compliance with this clause.

(c) Definitions. As used in this contract -

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that-

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 59 of 83
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(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.4 52.222-21 PROHIBITION OF SEGREGATED FACILITIES

FEBRUAR
Y 1999

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.5 52.222-26 EQUAL OPPORTUNITY

APRIL 2002

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 60 of 83
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Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 61 of 83
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(a) Definitions. As used in this clause-

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who-

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 62 of 83
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(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall-

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 63 of 83
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(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel-chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

I.7 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES JUNE 1998

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 64 of 83
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(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance

I.8	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DECEMBER 2001
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(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that-

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 65 of 83
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- (1) The information is voluntarily provided;
- (2) The information will be kept confidential;
- (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
- (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

I.9 52.232-23 ASSIGNMENT OF CLAIMS

**JANUARY
1986**

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

**I.10 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN
CENTRAL CONTRACTOR REGISTRATION**

MAY 1999

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractor's EFT information.
 - (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____ [the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 66 of 83
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(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 67 of 83
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Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.11 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF MAY 1999 ELECTRONIC FUNDS TRANSFER INFORMATION

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

U.S. DOT/Maritime Administration

Mailing Address:

7737 Hampton Blvd., Bldg. 4D, Rm 211
Norfolk, VA 23505

Telephone Number:

757-441-6393

Person to Contact:

Jennifer Fallis

Electronic Address:

jennifer.fallis@marad.dot.gov

I.12 52.233-01 DISPUTES JULY 2002

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 68 of 83
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(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I.13 52.243-01 CHANGES--FIXED PRICE

AUGUST
1987

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 69 of 83
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- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.14 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY 2004

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 70 of 83
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(End of clause)

I.15 52.246-25 LIMITATION OF LIABILITY--SERVICES

FEBRUAR
Y 1997

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that--

(1) occurs after Government acceptance of services performed under this contract; and

(2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

I.16 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT ALT I (FIXED-PRICE) (SEP 1996) - ALTERNATE I

SEPTEMBE
R 1996

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 71 of 83
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- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government--
- (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
- (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:
- (1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--
- (i) The cost of this work;

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 72 of 83
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(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 73 of 83
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Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I.17 52.249-14 EXCUSABLE DELAYS

APRIL 1984

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

- (1) The subcontracted supplies or services were obtainable from other sources;
- (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

I.18 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUAR
Y 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 74 of 83
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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.222-38	Compliance with Veterans' Employment Reporting Requirements	December 2001
52.223-13	Certification of Toxic Chemical Release Reporting	August 2003
52.236-28	Preparation of Proposals--Construction	October 1997

K.2 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APRIL 1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 75 of 83
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(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS APRIL 1991

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 52.204-03 TAXPAYER IDENTIFICATION OCTOBER 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 76 of 83
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arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.5 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS**

**DECEMBER
R 2001**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 77 of 83
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(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS

MAY 2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 78 of 83
--	------------------------------------	--	---------------

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 79 of 83
--	------------------------------------	--	---------------

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-02 EQUAL LOW BIDS

OCTOBER
1995

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 80 of 83
--	------------------------------------	--	---------------

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	October 2003
52.214-03	Amendments To Invitations For Bids	December 1989
52.214-04	False Statement in Bids	April 1984
52.214-05	Submission Of Bids	March 1997
52.214-06	Explanation To Prospective Bidders	April 1984
52.214-07	Late Submissions, Modifications, and Withdrawals of Bids	November 1999

L.2 52.211-01 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUGUST 1998

(a) The GSAIndex of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSAFederal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

L.3 52.211-02 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L DECEMBER 2003

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 81 of 83
--	------------------------------------	--	---------------

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2179
Facsimile (215) 697-1462.

L.4 52.233-02 SERVICE OF PROTEST

**AUGUST
1996**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Susan P. Barba, U.S. DOT/Maritime Administration, 7737 Hampton Blvd., Bldg. 4D, Rm 211, Norfolk, VA 23505.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.5 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I
ALT I**

**FEBRUAR
Y 1995**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
August 26, 2004, 0900-1200

(c) Participants will meet at--
James River Reserve Fleet
End of Harrison Road
Building 2606
Fort Eustis, Virginia

(d) Offerors interested in attending must notify the Contracting Officer's Technical Representative in writing via e-mail at bob.rohr@marad.dot.gov by close of business, August 24, 2004.

(e) Offerors attending the site visit will need either a DOD sticker on the vehicle or stop at the pass office to obtain a temporary pass. The pass office will issue a multiple-day pass. Required ID is license with photo, registration, proof of insurance, and proof of current inspection. The pass office has been known to verify the inspection sticker on the vehicle if the receipt is not available. Generally, all passengers must also show a photo ID/license for entry to Fort Eustis.

L.6 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

FEBRUAR

	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 82 of 83
--	------------------------------------	--	---------------

Y 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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	Document No. DTMA2B04021	Document Title 15KV Electrical Platforms	Page 83 of 83
--	------------------------------------	--	---------------

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The low, responsible, responsive offeror will be awarded the contract.